

MEMORANDUM

Office of the City Clerk



To: Mayor and City Council
From: Mary Lavelle, City Clerk *ML*
Subject: Rotary Club Carnival permit
Date: April 12, 2006

In February, my office received an Entertainment Event Permit application and fee from the Rotary Club to host a carnival in the parking lot at Mervyn's in the spring. While construction, parking challenges, and ongoing rain storms occurred recently, the City staff had expressed some concerns about the viability of that site for a May 11 – 14, 2006 carnival.

Meanwhile, very recently I received a phone call from the Rotary Club's representative to inform me that they no longer wish to hold the carnival in the Town Center/Mervyn's area, as it is not feasible at this time. When I heard from Rotary, the indication was that the Club would like to pursue an alternate location on the same dates, as the Club had already contracted with Butler Amusements for the specified dates.

Attached is the original application submitted for the Carnival event.

As of the date of the April 18 agenda packet preparation, no further details on any alternate site are available. However, I will provide to you in advance whatever is submitted by Rotary in advance of the scheduled Public Hearing next Tuesday, and will report to you at the public meeting any additional information about the permit application.

If you have any questions, please contact me via e-mail (mlavelle@ci.milpitas.ca.gov) or give me a call at (408) 586-3001.

City Clerk's Office

FEB 14 2006

RECEIVED

CITY OF MILPITAS
455 E. CALAVERAS BOULEVARD
MILPITAS, CA 95035

ENTERTAINMENT EVENT PERMIT
(Chapter 5, Title III, Milpitas Municipal Code)

1. Applicant, all sponsors and promoters of the event and all proprietary owners, partners and officers and directors of Applicant and said sponsors and promoters:

<u>Name</u>	<u>Business Address</u>	<u>Business Phone</u>
Milpitas Rotary Club	Todd Flesner	408-921-0669

90 Box 360167 Milpitas, CA (Use separate sheet for additional names)

2. Proposed location of event: Mervyn's Parking Lot Milpitas Town Center

3. All owners of real property where event is proposed to be held:

<u>Name</u>	<u>Address</u>
Mervyn's	749 E. Calaveras Blvd. Milpitas, CA 95035

(Use additional sheet if necessary)

4. Dates and hours of event: May 11-14, 2006 5/11&12; 3-PM - 11 PM Thurs/Fri
5/13&14; 11 AM - 11 PM SAT/SUN

5. Nature and type of performance at event: Carnival

6. Intended performers:

<u>Name</u>	<u>Address</u>	<u>Nature of Participation</u>
Butler Amusement	Box 2110	Carnival Vendor
	Fairfield, CA 94533	

(Use separate sheet for additional names)

7. Estimated number of: Spectators 500 - 1000 Participants _____ Others _____

Attendance each day 500 - 1000 Basis for estimate past events

8. Method for determining number in actual attendance: ticket sales

9. Proposed facilities for furnishing drinking water (justify adequacy): food & beverage concessions

10. Proposed sanitary facilities (justify adequacy): Portable Toilets (8) + Dumpster + trash bins

11. Description of real property on which event will be conducted (justify adequacy): _____
Mervyn's Parking Lot (see site map)
12. Description of parking facilities, parking attendants at entrance, exits and in area (justify adequacy): _____
Mervyn's parking lot + Town Center lot (construction to be completed in April)
13. Description of interior access ways (attach map or diagram and justify adequacy): _____
14. Description of composition and construction of structure, seating arrangements and supports and justification of adequacy: _____
15. Description of availability and location of ambulances, fire, police and other emergency vehicles: _____
911 -
16. Description of interior private police protection proposed (justify adequacy): _____
Butler Amusement Security, Town Center Security, Private Guard
17. Description of provision for fire safety (justify adequacy): _____
Fire extinguisher at each attraction. Signage toward exits
18. Location, nature and type of medical and first aid facilities (justify adequacy): _____
Carnival office, On-site
19. Description of proposed electrical wiring, lighting and location of all light standards and electrical switches: _____
Generator power supplied by carnival operator
20. Description of manner of acquiring, handling, preparing and disposing of food, drink, confectionery and condiment and all substance and ingredients used in their preparation: _____
Food service provided by Carnival operator with Health permits
21. Manner of cleanup of the premises during and after the conclusion of the entertainment event and for the removal of garbage, refuse and waste: _____
Vendor to provide clean up of site throughout event. Trash bins and dumpster on site
22. Additional information which may be helpful in processing your permit: _____
Request waiver of City fees for standby fire personnel. Experience over past several years and discussion with fire personnel have indicated standby staff is not necessary. It is our understanding that waiver of this fee is customary for events sponsored by non-profit groups that directly benefit the citizens of Milpitas

I declare under penalty of perjury that the above statements and any accompanying statements and documents have been examined by me and are true and correct. I have read Chapter 5, Title III of the Milpitas Municipal Code and agree to comply with the provisions of said Chapter 5, Title III, the permit, the conditions thereof and the laws of the City and State.

Executed at Milpitas, California, on FEBRUARY 7, 2006, ~~79~~

Signed: Josel Hernandez

Title: MILPITAS ROTARY CLUB

Received by Mary Lavelle Date 2/14/06 Permit No. _____

*FOR ACTION	APPROVED	DISAPPROVED	DEPARTMENT	BY	DATE
_____	_____	_____	Planning	_____	_____
_____	_____	_____	Building	_____	_____
_____	_____	_____	Health <u>FINANCE</u>	<u>BN</u>	<u>4/12/06</u>
_____	_____	_____	Fire Marshal	_____	_____
_____	_____	_____	Police	_____	_____
_____	_____	_____	(City Manager)	_____	_____
_____	_____	_____	(City Council)	_____	_____
<u>Engineering</u>					

CM_35282_V.doc

\$ 15.00 check
received 3-6-2006

The following must be submitted at time of application:

- A. Filing fee of \$100.00 (not subject to refund upon withdrawal or denial).
- B. Proof of ownership of real property.
- C. Written consent of all owners of real property to the proposed entertainment event.
- D. Written consent of Applicant and all property owners that appropriate law enforcement agencies and City officials may enter upon the premises at any time after the permit is issued and until 5 days after the entertainment event ends for the purpose of making inspection and taking action as is permitted or required by law.
- E. Agreements or statements from specific doctors, first aid attendants and ambulances assuring availability at the appropriate time and place of the entertainment event.
- F. Agreements or statements from specific private patrol services assuring their availability at the appropriate time and place of the entertainment event to provide outside patrol services.
- G. A cash payment in an amount to be determined by the City Manager to cover the expense of outside police service provided by the City as shall be required or determined by the Chief of Police, and to provide services of a Fire Marshal provided by the City.
- H. A public liability and property damage insurance policy issued by an insurance company authorized to do business in California, naming the City of Milpitas, its officers, agents and employees as co-insured in the amount of \$ 1 million for each injury or death or for any occurrence and in the amount of \$ 250,000 for damage to property. Said policy shall be in the form acceptable to City Attorney and shall provide, by its terms that it is primary insurance and shall not be subject to cancellation or reduction in coverage without 10 days notice to City and shall not preclude City, its officers, agents and employees from recovery thereunder.
- I. The consent of a natural person residing in the County of Santa Clara who is, by virtue of the Application, designated as agent for the service of process for the Applicant, promoter or sponsor and the owners of the real property involved. Said consent shall contain both residence and business addresses. NOTE: All consents must be verified under penalty of perjury.
- J. Permittee agrees to indemnify the City of Milpitas, its officers, agents and employees, defend them with Counsel acceptable to the City, and hold them harmless from and against all loss, damage, expense and liability (including, but not limited to, costs of investigation and attorney and court costs) resulting from injury to or death of any person and loss of or damage to property or claims of such injury, death, loss or damage and arising out of or connected with the use for which this permit is granted. In addition, permittee waives all claims or causes of action against the City of Milpitas, its officers, agents or employees for damage to or loss of property of any kind or for injury to persons occurring in connection with the use for which this permit is granted arising from any cause other than the negligence or willful misconduct of the City of Milpitas, its officers, agents or employees and to which permittee or its officers, agents and employees in no way contributed either actively or passively causing such damage loss or injury.

ACORDTM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 4/27/2005
PRODUCER Allied Specialty Insurance of Texas, Inc. 85 N.E. Loop 410, Suite 600 San Antonio, TX 78216 210-341-1321 • 800-235-8774	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Butler Amusements, Inc. 3003 SW 153 rd Drive, Ste 205 Beaverton OR 97006	INSURERS AFFORDING COVERAGE INSURER A: T.H.E. Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS						
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	M5MT6847	5/1/2005	5/1/2006	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000						
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				M5MT6847	5/1/2005	5/1/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$			
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO							AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$			
	A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$							M5XT6848	5/1/2005	5/1/2006	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below										WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER Excess Liability				M5XT6849	5/1/2005	5/1/2006				\$3,000,000 Per Occurrence \$5,000,000 Per Occurrence Total

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional insured with respects to operations of the named insured:
 Milpitas Rotary Club, Mervyns, and the City of Milpitas, California.

CERTIFICATE HOLDER

Todd Flesner
 638 Middlefield Rd
 Palo Alto CA 94301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Eugene Berger